



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

June 27, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CHANNEL SWEEPING - 2002
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this contract work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "Channel Sweeping - 2002" to California Street Maintenance, Inc., located in Gardena, California. The contract will commence 27 days following Board approval for a period of one year, with two 1-year options not to exceed a total contract period of three years.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Instruct the Chairman to sign the contract.
5. Authorize Public Works to encumber \$999,172.50. This amount represents the contract's maximum annual cost based on the price submitted by the contractor.
6. Delegate authority to the Director of Public Works to renew the contract for the two 1-year options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The work to be accomplished will reduce the amount of trash in concrete channels that are suitable for sweeping. The channels selected for this project are: the Los Angeles River, San Gabriel River, Coyote Creek, Coyote Creek North Fork, and Verdugo Wash. On the condition of available funding from the U.S. Army Corps of Engineers, the contractor will also furnish cleaning services to specified outlets into the Los Angeles River and on a monthly basis to specified inverts in Compton Creek. These areas are within the maintenance jurisdiction of the U.S. Army Corps of Engineers.

The work is scheduled to be performed weekly and on an as-needed basis following storm events. During the official storm season, October 15 through April 15, access to the channels will be restricted to those days when rain is not threatened or actually occurring. Secondly, throughout the year, water is intermittently released from dams into the channels. During such releases, access to the channels will also be denied.

Implementation of Strategic Plan Goals

This contract promotes the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide this intermittent service in a timely and effective manner.

FISCAL IMPACT/FINANCING

This contract will be for an annual amount not to exceed \$999,172.50. This amount is based on the contractor's proposed price to accomplish the work. This contract will commence 27 days following Board approval for a period of one year, with two 1-year options for a total contract period of three years. We are also requesting the Board's authority for the Director to approve the optional years, if, in the Director's opinion, renewal is warranted. The contract may be canceled or terminated at any time by the Director without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in the Public Works' 2002-03 Flood Control District budget to cover the cost of this contract. There will be no impact on net County cost.

This contract allows cost of living adjustments for the two-optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been properly executed by the contractor and approved as to form by County Counsel.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract, which is for services which are required on an intermittent basis.

This contract contains Board-ordered contract terms and conditions regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, notification of current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, and contractor responsibility and debarment.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, this contract work is categorically exempt as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 20, 2002, Public Works solicited proposals from 80 independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On April 22, 2002, three proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals. All met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' engineering and facility operations staff. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' performance history (references), work plan of action, capabilities, and pricing. Based on this evaluation, Public Works is recommending that California Street Maintenance, Inc., located in Gardena, California, the highest-evaluated proposer and lowest-cost proposer, be awarded this contract.

Enclosure A reflects the three proposers' minority participation. The contractor was selected upon final analysis and consideration, without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability Insurance certifications, naming the County as additional insured and evidence of Workers' Compensation insurance and performance security will be obtained from the contractor before any work commences.

As requested by your Board, the contractor submitted a safety record which reflects that activities conducted by this firm in the past have met reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, Public Works assures your Board that the contractor will not be required to perform services that exceed this contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original of this contract and one copy signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and CALIFORNIA STREET MAINTENANCE, a corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 22nd day of April 2002, hereby agrees to provide sweeping and/or cleaning services to flood control channels within specified reaches of the Los Angeles River, San Gabriel River, Coyote Creek, Coyote Creek North Fork, and Verdugo Wash, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Channel Sweeping - 2002."

SECOND: On the condition of available funding from the U.S. Army Corps of Engineers, the Contractor shall provide cleaning services to specified outlets into the Los Angeles River and specified inverts into Compton Creek all in the U.S. Army Corps of Engineers' maintenance jurisdiction, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Channel Sweeping - 2002."

THIRD: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

FOURTH: The County agrees, in consideration of satisfactory performance of these sweeping and cleaning services, and in strict accordance with the Contract's Specifications, and to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$999,172.50 or such greater amount as the Board may approve.

FIFTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County requirements.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CALIFORNIA STREET MAINTENANCE,
a corporation,

By _____
Its President

By _____
Its Secretary